

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

August 31, 1993

AUG 31 1993 - 1:40 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Lease Supplement (Santa Fe Trust No. 1992-3) No. 3 dated August 31, 1993 and 2) an Indenture Supplement (Santa Fe Trust No. 1992-3) No. 3 dated August 31, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to documents filed and recorded on June 30, 1993 under Recordation Numbers 18284 and 18284-A.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement (Santa Fe Trust No. 1992-3) No. 3

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

3-243A003

AUG 31 1993 - 1:40 PM

INTERSTATE COMMERCE COMMISSION

AUG 31 1993
MOTOR OPI

C. O'Connell
King L. Bartman

Mr. Sidney L. Strickland, Jr.
August 31, 1993
Page 2

Indenture Supplement (Santa Fe Trust No. 1993-3) No. 3

Debtor: Wilmington Trust Company
 1100 North Market Street
 Wilmington, Delaware 19890

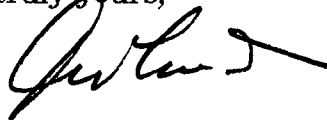
Secured Party: Harris Trust and Savings Bank
 111 West Monroe Street
 Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached to Lease Supplement No. 3.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 3

Dated August 31, 1993

between

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided
herein but solely as Owner Trustee,
Lessor

18284-F
AUG 31 1993 - 11:40 AM
INTERSTATE COMMERCE COMMISSION

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-3), DATED AS OF DECEMBER 20, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 3

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-3) NO. 3 dated August 31, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 (as supplemented by that certain Lease Supplement (Santa Fe No. 1992-3) No. 1 dated June 30, 1993 and that certain Lease Supplement (Santa Fe Trust No. 1992-3) No. 2 dated July 30, 1993, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Covenant. The Lessee agrees that it will, on or prior to September 30, 1993, cause each Unit described in Schedule 1 hereto to have installed thereon a suitable restraint system.

7. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

8. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 20, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.


10. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

* * * *

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.


LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: 
Name: Emmett R. Harmon
Title: Vice President

CORPORATE SEAL

Attest:

By: 
Name: Donald G. MacKelcan
Title: Financial Services Officer

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: L.S. Vollmer
Title: Director of Finance

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____


CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____


LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: 
Name: L.S. Vollmer
Title: Director of Finance

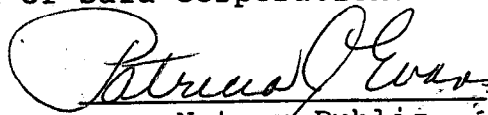
CORPORATE SEAL

Attest:

By: 
Name: _____
Title: CRAIG N. SMETKO
ASSISTANT SECRETARY

STATE OF Delaware)
COUNTY OF New Castle SS

On this 25th of August, 1993, before me personally appeared Emmett R. Harmon and Donald G. MacKelcan, to me personally known, who being by me duly sworn, say that they are VICE PRESIDENT and Financial Services Officer, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My commission expires: 4/20/95

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this ____ day of August, 1993, before me personally appeared L.S.Vollmer and _____, to me personally known, who being by me duly sworn, say that they are Director of Finance, and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of August, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

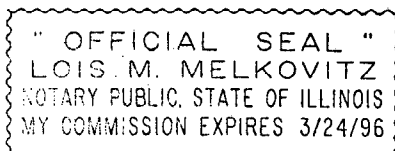
My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26 day of August, 1993, before me personally appeared L.S. Vollmer and CLARENCE SMETKO, to me personally known, who being by me duly sworn, say that they are Director of Finance, and ASST. SECRETARY, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires: _____



Lois M. Melkovitz
Notary Public

SCHEDULE 1

Units

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	3369	26-JUL-93
ATSF	3370	" "
ATSF	3371	" "
ATSF	3372	" "
ATSF	3373	" "
ATSF	3374	" "
ATSF	3381	" "
ATSF	3382	JUL-27-1993
ATSF	3383	" "
ATSF	3384	" "
ATSF	3385	" "
ATSF	3386*	" "
ATSF	3387*	" "
ATSF	3388	" "
ATSF	3389*	" "
ATSF	3390*	JUL-28-1993
ATSF	3391	" "
ATSF	3392*	" "
ATSF	3393*	" "
ATSF	3394	" "
ATSF	3395*	" "
ATSF	3396*	" "
ATSF	3397*	" "
ATSF	3399*	JUL-29-1993
ATSF	3375*	" "
ATSF	3376	" "
ATSF	3377*	" "
ATSF	3398*	" "
ATSF	3400*	" "
ATSF	3401*	" "
ATSF	3402	" "
ATSF	3403	JUL-30-1993
ATSF	3378*	" "
ATSF	3379*	" "
ATSF	3380*	" "
ATSF	3404*	" "
ATSF	3405*	" "
ATSF	3406	" "
ATSF	3407	" "
ATSF	3408	AUG-02-1993
ATSF	3409	" "
ATSF	3410	" "
ATSF	3412	

* Units to which a carset of Holden grate/lock chocks is attached as of August 24, 1993

RACK NUMBER		INSPECTION DATE	
-----		-----	
ATSF	3413	"	"
ATSF	3414	"	"
ATSF	3416	"	"
ATSF	3417	"	"
ATSF	3415	AUG-03-1993	
ATSF	3418	"	"
ATSF	3419	"	"
ATSF	3420	"	"
ATSF	3421	"	"
ATSF	3422	"	"
ATSF	3423	"	"
ATSF	3425	"	"
ATSF	3411	AUG-04-1993	
ATSF	3424	"	"
ATSF	3426	"	"
ATSF	3427	"	"
ATSF	3428	"	"
ATSF	3429	"	"
ATSF	3430	"	"
ATSF	3431	"	"
ATSF	3432	"	"
ATSF	3433	AUG-05-0993	
ATSF	3434	"	"
ATSF	3435	"	"
ATSF	3436	"	"
ATSF	3437	"	"
ATSF	3438	"	"
ATSF	3439	"	"
ATSF	3440	"	"
ATSF	3441	AUG-06-1993	
ATSF	3442	"	"
ATSF	3443	"	"
ATSF	3444	"	"
ATSF	3445	AUG-09-1993	
ATSF	3446	"	"
ATSF	3447	"	"
ATSF	3448	"	"
ATSF	3449	"	"
ATSF	3450	"	"
ATSF	3451	"	"
ATSF	3452	"	"
ATSF	3453	AUG-10-1993	
ATSF	3454	"	"

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	3455	" "
ATSF	3456	" "
ATSF	3457	" "
ATSF	3458	" "
ATSF	3460	" "
ATSF	3461	" "
ATSF	3459	AUG-11-1993
ATSF	3462	" "
ATSF	3463	" "
ATSF	3464	" "
ATSF	3465	" "
ATSF	3466	" "
ATSF	3467	" "
ATSF	3469	AUG-12-1993
ATSF	3468	" "
ATSF	3470	" "
ATSF	3471	" "
ATSF	3472	" "
ATSF	3473	" "
ATSF	3474	" "
ATSF	3475	" "
ATSF	3476	AUG-13-1993
ATSF	3477	" "
ATSF	3478	" "
ATSF	3479	" "
ATSF	3480	" "
ATSF	3481	" "
ATSF	3482	" "
ATSF	3483	" "
ATSF	3484	AUG-16-1993
ATSF	3485	" "
ATSF	3486	" "
ATSF	3487	" "
ATSF	3488	" "
ATSF	3489	" "
ATSF	3490	" "
ATSF	3491	" "
ATSF	3492	AUG-17-1993
ATSF	3493	" "
ATSF	3494	" "
ATSF	3495	" "
ATSF	3496	" "
ATSF	3497	" "

RACK NUMBER		INSPECTION DATE	
-----		-----	
ATSF	3498	"	"
ATSF	3499	"	"
ATSF	3500	"	"
ATSF	3509	AUG-19-1993	
ATSF	3510	"	"
ATSF	3511	"	"
ATSF	3512	"	"
ATSF	3513	"	"
ATSF	3514	"	"
ATSF	3515	"	"
ATSF	3516	AUG-20-1993	
ATSF	3517	"	"
ATSF	3518	"	"
ATSF	3519	"	"
ATSF	3520	"	"
ATSF	3521	"	"
ATSF	3523	"	"
ATSF	3524	"	"
ATSF	3525	AUG-23-1993	
ATSF	3522	"	"
ATSF	3526	"	"
ATSF	3527	"	"
ATSF	3528	"	"
ATSF	3529	"	"
ATSF	3530	"	"
ATSF	3531	"	"
ATSF	3532	AUG-24-1993	
ATSF	3533	"	"
ATSF	3534	"	"
ATSF	3535	"	"
ATSF	3536	"	"
ATSF	3537	"	"
ATSF	3538	"	"
ATSF	3539	"	"
ATSF	3540		

TOTAL

164